

B210A (Form 210A) (12/09)

IN THE UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In re Lehman Brothers Holdings Inc.

Case No. 08-13555

PARTIAL TRANSFER OF CLAIM OTHER THAN FOR SECURITY

A CLAIM HAS BEEN FILED IN THIS CASE or deemed filed under 11 U.S.C. § 1111(a). Transferee hereby gives evidence and notice pursuant to Rule 3001(e)(2), Fed. R. Bankr. P., of the partial transfer, other than for security, of an undivided interest in the claim referenced in this evidence and notice.

<u>Ashton Investments LLC</u> Name of Transferee	<u>Elliott International, L.P.</u> Name of Transferor
Name and Address where notices to transferee should be sent:	Court Claim # (if known): 62744 Total Amount of Claim Filed: <u>\$744,736,746.59</u> \$1,442,845,973.76 Amount of Claim Transferred: <u>\$744,772,595.30</u> ISIN/CUSIP: See Schedule 1 to the attached Agreement and Evidence of Partial Transfer of Claim Blocking Number: See Schedule to the Proof of Claim Date Claim Filed: November 2, 2009
Ashton Investments LLC c/o Elliott Management Corporation 712 Fifth Avenue, 35th Floor New York, New York 10019 Attn: Elliot Greenberg / Rajat Bose Phone: (212) 478-2371 / (212) 478-2366 Email: egreenberg@elliottmgmt.com/ rbose@elliottmgmt.com	

Name and address where transferee payments should be sent (if different from above):

I declare under penalty of perjury that the information provided in this notice is true and correct to the best of my knowledge and belief.

By: _____

Transferee/Transferee's Agent

ELLIOT GREENBERG
VICE PRESIDENT

Date: _____

9-15-11

EXECUTION COPY

AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM
LEHMAN PROGRAMS SECURITIES

TO: THE DEBTOR AND THE BANKRUPTCY COURT

1. For value received, the adequacy and sufficiency of which are hereby acknowledged, Elliott International, L.P. ("Seller") hereby unconditionally and irrevocably sells, transfers and assigns to Ashton Investments LLC (the "Purchaser"), and Purchaser hereby agrees to purchase, as of the date hereof, (a) an undivided interest, to the extent of the principal amounts specified in Schedule 1 attached hereto (the "Purchased Claim"), in Seller's right, title and interest in and to the Proofs of Claim with the assigned numbers specified in Schedule 1 attached hereto filed by or on behalf of Seller or Seller's predecessor in interest (the "Proof of Claim") against Lehman Brothers Holdings, Inc., debtor in proceedings for reorganization (the "Proceedings") in the United States Bankruptcy Court for the Southern District of New York (the "Court"), administered under Case No. 08-13555 (JMP) (the "Debtor"), (b) all rights and benefits of Seller relating to the Purchased Claim, including without limitation (i) any right to receive cash, securities, instruments, interest, damages, penalties, fees or other property, which may be paid or distributed with respect to the Purchased Claim or with respect to any of the documents, agreements, bills and/or other documents (whether now existing or hereafter arising) which evidence, create and/or give rise to or affect in any material way the Purchased Claim, whether under a plan or reorganization or liquidation, pursuant to a liquidation, or otherwise, (ii) any actions, claims (including, without limitation, "claims" as defined in Section 101(5) of Title 11 of the United States Code (the "Bankruptcy Code")), rights or lawsuits of any nature whatsoever, whether against the Debtor or any other party, arising out of or in connection with the Purchased Claim, (iii) any rights and benefits arising out of or in connection with any exhibit, attachment and/or supporting documentation relating to the Purchased Claim, and (iv) any and all of Seller's right, title and interest in, to and under the transfer agreements, if any, under which Seller or any prior seller acquired the rights and obligations underlying or constituting a part of the Purchased Claim, but only to the extent related to the Purchased Claim, (c) any and all proceeds of any of the foregoing (collectively, as described in clauses (a), (b), and (c), the "Transferred Claims"), and (d) the security or securities (any such security, a "Purchased Security") relating to the Purchased Claim and specified in Schedule 1 attached hereto.

2. Seller hereby represents and warrants to Purchaser that: (a) the Proof of Claim was duly and timely filed on or before 5:00 p.m. (prevailing Eastern Time) on November 2, 2009 in accordance with the Court's order setting the deadline for filing proofs of claim in respect of "Lehman Programs Securities"; (b) the Proof of Claim relates to one or more securities expressly identified on the list designated "Lehman Programs Securities" available on <http://www.lehman-docket.com> as of July 17, 2009; (c) Seller owns and has good and marketable title to the Transferred Claims, free and clear of any and all liens, claims, set-off rights, security interests, participations, or encumbrances created or incurred by Seller or against Seller; (d) Seller is duly authorized and empowered to execute and perform its obligations under this Agreement and Evidence of Transfer; (e) the Proof of Claim includes the Purchased Claim specified in Schedule 1 attached hereto; and (f) Seller has not engaged in any acts, conduct or omissions, or had any relationship with the Debtor or its affiliates, that will result in Purchaser receiving in respect of the Transferred Claims proportionately less payments or distributions or less favorable treatment than other unsecured creditors.

3. Seller hereby waives any objection to the transfer of the Transferred Claims to Purchaser on the books and records of the Debtor and the Court, and hereby waives to the fullest extent permitted by law any notice or right to receive notice of a hearing pursuant to Rule 3001(e) of the Federal Rules of Bankruptcy Procedure, the Bankruptcy Code, applicable local bankruptcy rules or applicable law, and consents to the substitution of Seller by Purchaser for all purposes in the case, including, without limitation, for voting and distribution purposes with respect to the Transferred Claims. Purchaser agrees to file a notice of transfer with the Court pursuant to Federal Rule of Bankruptcy Procedure 3001(e) including this Agreement and Evidence of Transfer of Claim. Seller acknowledges and understands, and hereby stipulates, that an order of the Court may be entered without further notice to Seller transferring to Purchaser the Transferred Claims, recognizing Purchaser as the sole owner and holder of the Transferred Claims, and directing that all payments or distributions of money or property in respect of the Transferred Claim be delivered or made to Purchaser.

4. All representations, warranties, covenants and indemnities shall survive the execution, delivery and performance of this Agreement and Evidence of Transfer of Claim and the transactions described herein. Purchaser shall be entitled to transfer its rights hereunder without any notice to or the consent of Seller. Seller hereby agrees to

indemnify, defend and hold Purchaser, its successors and assigns and its officers, directors, employees, agents and controlling persons harmless from and against any and all losses, claims, damages, costs, expenses and liabilities, including, without limitation, reasonable attorneys' fees and expenses, which result from Seller's breach of its representations and warranties made herein.

5. Seller shall promptly (but in any event no later than three (3) business days) remit any payments, distributions or proceeds received by Seller in respect of the Transferred Claims to Purchaser. Seller has transferred, or shall transfer as soon as practicable after the date hereof, to Purchaser each Purchased Security to such account, via Euroclear or Clearstream (or similar transfer method), as Purchaser may designate in writing to Seller. This Agreement and Evidence of Transfer supplements and does not supersede any confirmation, any other automatically generated documentation or any applicable rules of Euroclear or Clearstream (or similar transfer method) with respect to the purchase and sale of the Purchased Security.

6. Each of Seller and Purchaser agrees to (a) execute and deliver, or cause to be executed and delivered, all such other and further agreements, documents and instruments and (b) take or cause to be taken all such other and further actions as the other party may reasonably request to effectuate the intent and purposes, and carry out the terms, of this Agreement and Evidence of Transfer, including, without limitation, cooperating to ensure the timely and accurate filing of any amendment to the Proof of Claim.

7. Seller's and Purchaser's rights and obligations hereunder shall be governed by and interpreted and determined in accordance with the laws of the State of New York (without regard to any conflicts of law provision that would require the application of the law of any other jurisdiction). Seller and Purchaser each submit to the jurisdiction of the courts located in the County of New York in the State of New York. Each party hereto consents to service of process by certified mail at its address listed on the signature page below.

IN WITNESS WHEREOF, this AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM is executed this 15th day of September 2011.

ELLIOTT INTERNATIONAL, L.P.
N.Y. Elliott International Capital Advisors, Inc.
a/k/a Attorney-in-Fact

By: _____
Name: ELLIOT GREENBERG
Title: VICE PRESIDENT

Elliott International, L.P.
c/o Elliott Management Corporation
712 Fifth Avenue, 35th Floor
New York, New York 10019
Notice: Elliot Greenberg / Rajat Bose
Fax: (212) 478-2371 / (212) 478-2366
e-mail: egreenberg@elliottmgmt.com
rbose@elliottmgmt.com

ASHTON INVESTMENTS LLC

By: _____
Name: ELLIOT GREENBERG
Title: VICE PRESIDENT

Ashton Investments LLC
c/o Elliott Management Corporation
712 Fifth Avenue, 35th Floor
New York, New York 10019
Notice: Elliot Greenberg / Rajat Bose
Fax: (212) 478-2371 / (212) 478-2366
e-mail: egreenberg@elliottmgmt.com
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Schedule I

Purchased Claim

Transferred Claims

Lehman Programs Securities and Principal Amounts to which Transfer Relates

<u>Description of Security</u>	<u>ISIN/CUSIP</u>	<u>Issuer</u>	<u>Guarantor</u>	<u>Principal/Notional Amount</u>	<u>Maturity</u>	<u>Proof of Claim Number</u>	<u>Claim Amount in USD (as of Proof of Claim Filing Date)</u>
LEH 0 03/29/19 EMTN (--)	XS0293882419	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR118,000,000	29-Mar-2019	62744	USD196,567,200.00
LEH 5 08/16/17 EMTN (--)	XS0315504323	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR90,000,000	16-Aug-2017	62744	USD128,196,000.00
LEH 0 11/24/08 AREV (--)	XS0329669449	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	USD120,000,000	24-Nov-2008	62744	USD120,000,000.00
LEH 4.35 08/08/16 EMTN (SGX-ST*)	XS0262983264	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	SGD48,000,000	8-Aug-2016	62744	USD33,674,757.96
LEH 4.6 10/11/17 CPI (ID*)	XS0324058865	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	IL 590,000,000	11-Oct-2017	62744	USD25,288,002.25
LEH 0 04/07/15 EMTN (LX*)	XS0215760777	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR18,000,000	7-Apr-2015	62744	USD25,639,200.00
LEH 0 05/27/13 UDI (LN*)	XS0366684073	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	MXN238,140,000	27-May-2013	62744	USD22,168,436.93
LEH 0 03/03/09 (GF*)	XS0245046544	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR9,900,000	3-Mar-2009	62744	USD14,101,560.00
LEH 0 03/03/09 (GF*)	XS0245046544	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR350,000	3-Mar-2009	44990	USD437,828.53
LEH 0 03/03/09 (GF*)	XS0245046544	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR2,000,000	3-Mar-2009	44991	USD2,616,163
LEH 0 03/03/09 (GF*)	XS0245046544	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR2,000,000	3-Mar-2009	45213	USD2,616,163
LEH 0 03/28/11 EMTN (LX*)	XS0126813053	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR48,305,000	28-Mar-2031	62744	USD68,805,642.00
LEHMAN BROS TSY BV 3.63% 3/2/12 TRADES IN INCREMENTS OF 100,000	XS0214267923	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR10,200,000	2-Mar-2012	62744	USD14,528,880.00

LEHMAN BROS TREASURY 3/30/2010	XS0292529129	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	CHF40,000	30-Mar-2010	62745	USD35,848.72
LEHMAN BROS TREASURY 3/30/2010	XS0292529129	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	CHF14,160,000	30-Mar-2010	62744	USD12,690,446.32
LEH 2 7/8 03/14/13 EMTN (SX*)	CH0029197156	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	CHF12,000,000	14-Mar-2013	62744	USD10,734,615.52
LEH 3.86 09/21/11 EMTN (SGX-ST*)	XS0268040192	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	SGD15,000,000	21-Sep-2011	62744	USD10,523,361.86
LEHMAN BROS TSY 1.75% 02/07/10	XS0285045943	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR6,000,000	7-Feb-2010	62744	USD8,546,400.00
LEHMAN INDEX LINKED NOTES 11/17	XS0126264917	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR6,000,000	7-Nov-2017	62744	USD8,546,400.00
LEH 0 08/24/11 (~)	9	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	AUD11,500,000	24-Aug-2011	30654	USD9,319,116.20
LEH 0 1/2 12/20/17 EMTN (~)	XS0330134007	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	AUD10,200,000	20-Dec-2017	62744	USD8,226,300.00
LEH 0 03/03/13 EMTN (~)	AU300LBTC02	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR2,503,683.37	3-Mar-2013	58982	USD3,556,247.00
LEH 0 03/03/13 EMTN (~)	XS0342777371	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR1,696,316.63	3-Mar-2013	58980	USD2,416,233.00
LEHMAN BROS TSY AREV 0% 30-SEP-2009 (~)	XS0270184244	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	USD6,000,000	30-Sep-2009	60481	USD6,141,000.00
LEHMAN BROS TSY AREV 0% 26-JUN-2009 (~)	XS0304156986	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	USD5,400,000	26-Jun-2009	62744	USD5,400,000.00
LEH 0 01/14/15 SP1P (~)	XS0209131001	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR3,000,000	14-Jan-2015	62744	USD4,273,200.00
LEHMAN BROS TSY BV 0% 11/1/2012	XS0273049490	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR3,000,000	2-Nov-2012	46900	USD4,252,500.00
LEH 0 06/28/09 REIT (~)	XS0257988484	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR2,700,000	28-Jun-2009	62744	USD3,845,380.00
LEH 0 04/27/14 AABA (ID*)	XS0297183187	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR6,000,000	27-Apr-2014	62744	USD8,546,400.00
LEHMAN BROS TSY EMTN 7% 5/25/17	XS0301316906	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR3,000,000	25-May-2017	50351	USD4,245,300.00
LEH 0 04/28/11 BSKT (~)	XS0250416582	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	USD2,750,000	28-Apr-2011	56717	USD2,839,121.41
LEH 0 05/14/10 EMTN (ID*)	XS0300113841	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR1,800,000	14-May-2010	62744	USD2,563,920.00
LEH 0 05/13/09 BSKT (~)	XS0274127009	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR1,405,000	13-May-2009	62744	USD2,001,282.00
LEH 4 1/2 12/30/10 EMTN (~)	XS0223109926	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	USD1,890,000	30-Dec-2010	62744	USD1,890,000.00
LEH 0 02/22/2010	CH0027120663	Lehman Brothers	Lehman Brothers	CHF2,038,000	22-Feb-2010	62744	USD1,826,492.20

		Treasury Co. B.V.	Holdings Inc.			
LEH 0 07/23/10 BSKT (ID*)	XS0313100678	Lehman Brothers Holdings Co. B.V.	Lehman Brothers Holdings Inc.	EUR1,200,000	23-Jul-2010	62744
LEH 0 09/28/11 BSKT (--)	XS0323516854	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	GBP660,000	28-Sep-2011	62744
LEH 0 08/08/11 (--)	XS0226127784	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	GBP600,000	8-Aug-2011	62744
LEHMAN BROS TSY EMTN 0%, 29-SEP-2011 (--)	XS0269559136	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	CHF1,200,000	29-Sep-2011	62744
LEH 0 08/27/10 BSKT	XS0317416880	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	GBP600,000	27-Aug-2010	62744